



# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK  
Page 1 of 1

Transmittal From: Police  
Department

Delivered by: Esther  
Name

Date of Transmittal: September 8, 2011

City Clerk's Date Stamp

09-15-11P05:04 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Bond Documentation

- Vehicle Title
- Special Magistrate Order
- Other:  
\_\_\_\_\_  
\_\_\_\_\_

Is this record (master) copy to be recorded with the County Clerk?  Yes  No

Description of Record Copy:

Town of Medley - License and Hold Harmless Agreement for use of the Medley Police

Firearms Training Center

### Office of the City Clerk Administrative Use Only

Received by: Yamitha Penneyra  
Reviewed for completion by: Yamitha Penneyra  
Returned to originating Department for the following corrections on N/A  
Date

Archived in the Office of the City Clerk on 9/16/11 (Date)  
Copy provided in electronic format to originating Department on 9/16/11 (Date)

**TOWN OF MEDLEY**  
**LICENSE AND HOLD HARMLESS AGREEMENT**  
**FOR USE OF THE MEDLEY POLICE FIREARMS TRAINING CENTER**

THIS AGREEMENT is made by and between the THE TOWN OF MEDLEY, herein referred to as the LICENSOR, and Doral Police Department hereinafter referred to as the LICENSEE, which term shall include, if applicable, the LICENSEE'S officers, agents and employees and who address is 8420 NW 52 Street #100, Doral, FL 33166.

WHEREAS, the LICENSEE desires to obtain the use of facilities operated and maintained by the LICENSOR for the purpose of conducting firearms and other related training for its agents, employees or representatives, and the LICENSOR has the appropriate facilities for such, which facilities is known as the MEDLEY POLICE FIREARMS TRAINING CENTER and is located at 9700 N.W. 97<sup>th</sup> Avenue, Medley, Florida 33178;

**THEREFORE**, the parties agree as follows:

1. **GRANT OF LICENSE:** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all terms and conditions stated or referenced herein, the aforementioned referenced premises, including available parking areas.
2. **TERM/USE OF PREMISES:** The above referenced facility, its appurtenances and fixtures, may be temporarily occupied and used by the LICENSEE to conduct firearms training and other related activities during such days and dates as is mutually agreeable to the LICENSOR and LICENSEE. All dates and types of training shall be coordinated in advance with the LICENSOR who expressly reserves the right to restrict or modify the type, duration or date of any such training as the LICENSOR deems reasonably necessary and/or appropriate.
3. **PAYMENT:** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR the agreed upon rate as set forth in the MEDLEY POLICE FIREARMS TRAINING CENTER FEE SCHEDULE (the "Range Usage Fee Schedule") attached hereto and incorporated herein. Appropriate payment pursuant to the Usage Fee Schedule shall be promptly remitted and made payable to the Town of Medley Police Department's Office upon demand. Failure to remit payment within 30 days of demand shall result in the accrual of interest at the approved salutatory rate and may result in the immediate suspension and/or termination of LICENSEE'S privileges herein.

4. CONDITIONS OF PREMISES: The LICENSEE agrees to maintain the premises in a clean and usable condition and will be responsible for all reasonable necessary and/or appropriate clean up of the premises after each use by the LICENSEE. If the premises are not returned to a clean and usable condition, as determine in the sole discretion of the LICENSOR, the LICENSOR reserves the right to restore the premises and the cost shall be paid by the LICENSEE.

5. INDEMNITY/HOLD HARMLESS

a. If LICENSEE is a county, state or federal governmental entity, LICENSEE agrees to the extent permitted by F.S. § 768.28 or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (FTCA) to indemnify and hold LICENSOR harmless for any damages sustained as a result of the negligent or wrongful act, or omission, of LICENSEE's employee or agents arising out of its use or occupancy of the premises.

b. If the LICENSEE is a private entity, LICENSEE agrees, with the respect to its use and occupancy of the premises, at LICENSOR'S option, to defend LICENSOR, its agents, servant, employees, officers and directors, against any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of any act or omission of LICENSEE, its agents, servants and employees, and to indemnify and hold LICENSOR harmless for any damages sustained as a result of LICENSEE'S use or occupancy of the premises.

c. The LICENSEE agrees to repair or replace any damage to any real or personal property of the LICENSOR caused trough the fault of the LICENSEE and occurring while the premises are under control and use of LICENSEE, and further agrees to be solely responsible for any award or payment and expenses (including any right of subrogation) of any workers compensation claim by any of the LICENSEE'S employees or appointees that may result from the use of the licensed premises or activities thereon.

6. THIRD PARTY. LICENSEE is not permitted to introduce, invite, or allow any third parties into the facilities without the express consent of the LICENSOR. In the event LICENSEE does in fact invite a third party or utilizes the services of a third party for training purposes, LICENSEE agrees to indemnify and hold harmless the LICENSOR from any damage or claims which may result from the acts or omissions of the third party. LICENSOR reserves the right to deny access to any third party, who, in the opinion of LICENSOR, is not qualified to provide such training.

7. ASSUMPTION OF THE RISK. Participation in the training and use of the facilities contemplated by this Agreement may carry certain inherent risks or dangers of which a reasonably prudent person would be aware. To that extent, LICENSEE acknowledges and hereby assumes the risks associated with the training activities contemplated herein and the use of said facilities. LICENSEE agrees to hold LICENSOR harmless for any injuries that occur as a result LICENSEE using the facilities.

8. TERMINATION. This Agreement shall remain in full force and effect until terminated by any party hereto. This Agreement may be terminated, at will, by a party hereto giving written notice thereof to the other party. In the event that LICENSEE terminates this Agreement, LICENSEE shall remain responsible for payment of any outstanding amounts already due and payable to LICENSOR.

9. REGULATION COMPLIANCE. During the performance of this Agreement, the LICENSEE agrees to abide by any and all administrative, operational and safety rules and regulations established by the LICENSOR, his agents, and/or employees, at all times during the use of the said premises by the LICENSEE. Any breach of any rule or regulation established by the LICENSOR shall result in an immediate termination of use of the premises and in the LICENSOR'S sole discretion, termination of this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this License and Hold Harmless Agreement for use of the Medley Police Firearms Training Center on the day and year stated below.

LICENSOR:

TOWN OF MEDLEY

By: Jeanette Said-Jinete

Jeanette Said-Jinete, Chief of Police

Date: 6/29/11

LICENSEE:

City of Doral Police

By: [Signature]  
Signature

Print Name: R Gomez

Date: 24 Aug 2011

STATE OF FLORIDA  
MIAMI-DADE COUNTY

The foregoing instrument was acknowledged before me this 24 day of Aug, 2011 by R. Gomez, who is personally known to me or who has produced his/her driver's license and who did/did not take an oath.

[Signature]

Notary Public, State of Florida at Large



June 28, 2011

# Medley Police Firearm Training Center

## Fee Chart

<b>Range Usage</b>	<b>Day Time Fee 07:00 – 15:00</b>	<b>Night Time Fee 15:00 – 23:00</b>	<b>Minimum Usage</b>
Full Day Range 1	\$ 360.00	\$ 360.00	8 hours
Half Day Range 1	\$ 180.00	\$ 180.00	4 hours
Full Day Range 2	\$ 360.00	\$ 360.00	8 hours
Half Day Range 2	\$ 180.00	\$ 180.00	4 hours
Full Day Range 3	\$ 360.00	\$ 360.00	8 hours
Half Day Range 3	\$ 180.00	\$ 180.00	4 hours
Full Day Range 4	\$ 360.00	\$ 360.00	8 hours
Half Day Range 4	\$ 180.00	\$ 180.00	4 hours
Weekends	\$500.00	\$500.00	4/8 hours
Cancellation	\$ 75.00	\$ 75.00	2 weeks notice